

UTAH WARRANTY/SERVICE CONTRACT FILING TRANSMITTAL FORM

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TRANSMITTAL FORM MUST BE PLACED ON TOP OF THE FILING. BOTH PAGES MUST BE PROPERLY COMPLETED AND SIGNED OR THE FILING WILL BE REJECTED.

1. PROVIDER NAME _____

Provider Number: _____

2. FILING DESCRIPTION

a. LINE OF COVERAGE

_____ Motor Vehicle _____ Home Warranty _____ Consumer Products
_____ Other _____

b. FORMS

_____ Extended Warranty _____ Service Contract _____ Application
_____ Rider _____ Endorsement _____ Other _____

3. FORM NUMBERS

Description of forms: _____

4. DOMICILIARY STATE FILING INFORMATION (If other than Utah)

☐ Exempt from filing
☐ Deemed date _____
☐ Informational filing date _____
☐ Filed but not reviewed _____
☐ Filed and reviewed date _____
☐ Approval date _____

5. MARKETING FACTS

_____ Mass merchandised _____ Individually solicited
_____ Association membership _____ Other: _____

6. REIMBURSEMENT INSURANCE (or Alternative for Home Warranties)*

Name of Reimbursement Insurer: _____
Policy No. Covering This Filing: _____

_____ **Policy conspicuously states:** "Upon failure of the provider to perform under the contract, the issuer of the policy shall pay on behalf of the provider any sums the provider is legally obligated to pay or shall provide the service the provider is legally obligated to perform according to the provider's contractual obligations under the service contracts issued or sold by the provider."

Alternate Security for Home Warranty Companies (if elected):

_____ Bond _____ Tri-party Deposit Agreement _____ Irrevocable Letter of Credit

* A copy of the reimbursement insurance policy (or alternate security) must be submitted with this transmittal unless it has previously been filed with other forms.

_____ Copy attached _____ Previously Submitted

7. ATTACHMENTS

_____ Full & Complete Copies of Forms Being Filed.
_____ Copy of Reimbursement Insurance Contract (as required). If the Reimbursement Insurance Contract has been filed previously, evidence that the policy will cover Warranties/Service Contracts sold under this form.
_____ For Home Warranty, Copy of Bond, Irrevocable Letter of Credit, or Tri-Party Deposit Agreement (if elected).

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 **EVERY ITEM LISTED BELOW MUST BE MARKED WITH YOUR INITIALS OR WITH "NA".**

 **Initial each item that applies to the filing.**

 **Write "NA" on each item that does not apply to the filing. "NA" means that you have thoroughly researched your filing and the provision or filing document listed is not applicable to the filing.**

FORMS

_____ **Choice of law.** Forms do not contain provisions requiring resolution of disputes outside of Utah or to be construed according to the laws of another jurisdiction. (31A-21-313(3)(b) & -314)

_____ **Contract contains the statement:** (Except Home Warranties electing alternate security)
"Obligations of the provider under this service contract are guaranteed under a service contract reimbursement insurance policy. Should the Provider fail to pay or provide service on any claim within 60 days after proof of loss has been filed, the contract holder is entitled to make a claim directly against the insurance company."

_____ **Contract contains the statement:**
"Coverage afforded under this contract is not guaranteed by the Property and Casualty Guarantee Association."

_____ **Contract conspicuously states:**
_____ **Name, address and toll-free claims service number of reimbursement insurer.**
_____ **Total Purchase Price paid for Service Contract and terms under which it is to be paid** (including if financed as part of any purchase money financing or sales contract).
_____ **Procedure for obtaining prior approval, if required.**
_____ **Procedure for making a claim and includes a toll-free telephone number for claim service.**
_____ **Procedure for obtaining reimbursement when emergency repairs are obtained outside of normal business hours.**
_____ **Any deductibles to be paid by contract holder.**

_____ **Contract states:**
_____ **Names of the Provider, Seller and Service Contract Holder.**
_____ **Merchandise and service to be provided and any limitations, exceptions, or exclusions.**
_____ **Conditions upon which the use of non-manufacturer's parts will be allowed.**
_____ **Terms, conditions, or restrictions governing cancellation.** (Cancellation by provider must comply with U.C.A. §§ 31A-21-303 through -305).
_____ **Whether the contract is transferable & under what conditions and how to effect a transfer.**

_____ **Preexisting conditions:** Must state *specifically* what preexisting conditions are excluded from coverage.

_____ **Contract does *not* contain:**
_____ **Words descriptive of the insurance, casualty or surety business, including (but not limited to): insurance, casualty, surety or mutual.**
_____ **Statements that may be considered false or misleading, by inclusion or omission.**

_____ **No Incorporation by Reference.** All provisions are fully set forth in the written contract. (U.C.A. § 31A-21-106).

_____ **Notice and/or Proof of Loss.** Provisions that specify a time limit for filing must also provide that failure to file within the time limit does not invalidate a claim if the insured shows it was not reasonably possible to file within the listed time limit. (U.C.A. § 31A-21-312).

_____ **Nothing in this filing has been disapproved in previous filings.** (U.C.A. § 31A-21-201(2)).

I HEREBY CERTIFY that I have reviewed the above items and responses thereto and they are correct and this filing complies with all applicable provisions of the Utah Insurance Code and Utah Administrative Rules.

Print Name

Title

Phone Number

Original Signature

Date